IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORIGINAL SIDE

THIRD PARTY NOTICE NO.2 OF 2002

IN

SUIT NO.2618 OF 1988

Capt. G.L.Gunther ..Plaintiff.

Vs.

Oil & Natural Gas Corporation Ltd.

& anr. ..Defendant No.1.

and

United India Insurance Co. Ltd. ..Third party/

Defendant No.2.

...

Mr.M.R.Khatri for the Plaintiff.

Mr.S.A.Bhalwal for Defendant No.1.

Mr.Rahul Narichani with Ms. I.Sen i/b Mulla &

Mulla for Defendant No.2.

...

CORAM : DR.D.Y.CHANDRACHUD, J.

8th December, 2005.

P.C. :

Called for speaking to the minutes of the order dated 2nd December, 2003.

The attention of the Court has been drawn to a statement contained in paragraph 9 of the order in the following terms :

"The Plaintiff, the Court is informed, has furnished a deposit of Rs.2,35,000/- in pursuance of an order passed by the learned Trial Judge."

It is an undisputed position before the Court that in view of the deletion of the Second Defendant, the costs which were required to be furnished in respect of the First Defendant were in the amount of Rs.1 lac. This not being a matter of factual dispute between the contesting parties, the aforesaid statement in paragraph 9 of the order shall stand corrected so as to substitute the figure of Rs.1 lac for the figure of Rs.2,35,000/-.